

FILED  
Clerk  
District Court

SEP 29 2006

For The Northern Mariana Islands  
By \_\_\_\_\_  
(Deputy Clerk)

IN THE UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN MARIANA ISLANDS

ABELLANOSA, JOANNA,  
et al.,

Plaintiffs,

v.

L&T INTERNATIONAL  
CORPORATION,

Defendant.

Civil Action No. 05-0010

DECLARATION IN SUPPORT OF  
PLAINTIFFS' OPPOSITION TO  
DEFENDANT'S MOTION FOR  
SUMMARY JUDGMENT

I, ANDREA CONCEPCION, hereby declare as follows:

1. I am over the age of eighteen years old, have personal knowledge of the facts set forth herein, am competent to testify as to these facts if called as a witness in a court of law, and if called would testify as stated herein.
2. I am a citizen of the Republic of the Philippines. I was hired by L&T International Corporation as a nonresident contract worker, to work in the position of Hand Packer in 2004.
3. On or about February, 2004, I went to L&T to apply for an advertised job vacancy for hand packers. After filling-up and turning in the application form, I was told that L&T will call me for further information.
4. After about two weeks, an L&T personnel who identified herself as Baby Lopez, called me up for interview. When I reported to L&T, a certain Cory Quing and Amy Tse conducted the interview.

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ORIGINAL

I.  
MEDICAL FEES  
(Physical Examination Fee  
and Health Certificate Fee)

5. After I passed the interview, Baby Lopez asked me to complete the Consensual Transfer documents and have my employer complete and sign them, which I did. I gave the completed consensual transfer documents to Baby Lopez at the HR office. Baby Lopez then asked for and I gave her my health certificate which she noted had not yet expired. She told me that L&T would use my health certificate from my then employer.

II.  
CONTRACT SIGNING

6. My first non-resident contract was in 1993. Basically, annually since then, each year, my employers used and had me sign a standard form labor contract provided by DOL. I became familiar with the basic terms of the DOL standard form contract. A copy of such standard form contract is attached as Exhibit "2" to Plaintiffs' Verified/Amended Opposition.

7. In 2004, when L&T HR staff Baby Lopez handed me their contract form, with only the signature page showing, and insisting that I sign, I had no reason to believe it was not the standard DOL form contract. Prior to signing this L&T contract form and at the time it was presented to me in the HR for signing, I was not given an opportunity to read the contract before signing it. When it was presented to me in the HR office, Baby Lopez just pushed the document through the counter-window with the pages turned back, showing only the signature page, and pointed to where I was to sign it, and said sign, which I did without reading

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1 it. There were many other applicants present and waiting in line. The HR staff  
2 was rushing me and other applicants by insisting that I and the other applicants  
3 I saw present, hurry up and quickly sign, without delaying the document  
4 processing. From the mood and way the HR staff was acting, I was made fearful  
5 that if I didn't just sign the signature page as instructed, I would lose the job  
6 opportunity especially since none of the other applicants I saw there held up the  
7 line by or took time to read the contract document. I observed the HR staff  
8 acting the same way with other workers who signed before and after my turn.  
9 Neither Baby Lopez, nor any one else, ever showed me my contract document  
10 until the time and date they asked me (us) to sign at HR. I was never given a copy  
11 of the L&T contract document I signed before my termination on or about May  
12 13, 2004. After my termination, I was surprised when I later learned of some of  
13 the terms and conditions in L&T's self-styled contract. Had I known that the  
14 L&T contract contained terms restricting me from being employed with other  
15 competing companies in Saipan and allowing L&T to terminate me at any time  
16 as a reduction in force, I would not have agreed to it or signed it.

17  
18 III.  
PERFORMANCE EVALUATION

19 8. There was no individualized measurement or testing to determine my or each  
20 Packer's individual performance or production. The only production  
21 measurement or test was done by counting the output (production) from each of  
22 the different lines of Packers. There was really no way for me as an individual  
23 packer to control or show an increase in the number of products because I was  
24 just one individual on the line with many others. In the packing section our work  
25

1 was performed by groups of workers on so-called lines. The packages or items  
2 we were assigned to work on often varied from day to day. Our Head Supervisor  
3 in the packing section was Li, Zhi Min, who is a Chinese. When I and other  
4 Filipino workers tried to ask her questions regarding our work she could not  
5 answer nor explain because she does not speak english fluently. (*See* Defendant's  
6 Response to Plaintiffs' First Set of Request for Interrogatories No. 49a).

7  
8 IV.  
9 TERMINATION

10 9. I was employed and worked for L&T International Corporation as a hand  
11 packer. On the day of termination, May 13, 2004, I was on sick leave because of  
12 eye infection.

13 10. When I reported for work on the succeeding day, I was hoping that I would  
14 not be one of those terminated. But as it turned out, I was not spared. Though  
15 I was not around on the day of termination, I could feel the same pain and  
16 suffering as the rest of the terminated workers.

17  
18 V.  
19 EMOTIONAL DISTRESS

20 11. When I was hired by L&T, I was so happy because L&T is supposed to be  
21 a big and stable company. I thought L&T could give me a better job with better  
22 benefits.

23 12. I became very emotionally upset and disturbed as a result of the termination  
24 of my employment at L&T.

25 13. I was in deep sorrow, suffered headaches, and severe emotional distress

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1 caused by the termination. I took tylenol for my headaches.

2 14. I often had sleepless nights, especially when I thought of our financial  
3 liabilities with other persons and entities.

4 15. On the day of termination, May 13, 2004, was my husband's birthday, while  
5 May 18, 2004 was my birthday. We had planned a joint birthday celebration as  
6 our annual family affair. It should have been a happy day for the family because  
7 we would be celebrating birthdays of members of the family. But instead of  
8 celebrating, my family had then a sorrowful moment because of my termination  
9 from L&T.

10 16. The termination left me physically and emotionally drained from the severe  
11 emotional distress caused thereby.

12 17 I noticed and felt that I am not the same person before and after the loss of  
13 my job at L&T.

14 I declare under penalty of perjury that the foregoing is true and correct and  
15 that this declaration was executed this 29<sup>th</sup> day of September, 2006.

16  
17  
18 /s/ Andrea Concepcion  
19 Andrea Concepcion  
20 Declarant  
21  
22  
23  
24  
25